



BRUSSELS CINCINNATI CLEVELAND COLUMBUS DAYTON WASHINGTON, D.C.

RECORDATION NO. 23266-B FILED

DEC 21 '01 11:31 AM

SURFACE TRANSPORTATION BOARD



December 20, 2001

Via Hand Delivery

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

Dear Secretary Williams:

Enclosed for recordation, under the provisions of 49 U.S.C. § 11301(a) and the regulations promulgated thereunder, are executed counterparts of a secondary document not previously recorded. This document is entitled Amendment/Extension of Term – Railcars (the “Extension”) dated as of December 20, 2001, by and among E.I. du Pont de Nemours and Company (the “Company” and “Lessee”), EIDP Statutory Trust — 2000, a Connecticut statutory trust (the “Trust”), State Street Bank and Trust Company of Connecticut, National Association, not in its individual capacity but solely as Trustee of the Trust (the “Trustee” and “Lessor”), Citicorp USA, Inc., as a Note Holder and Agent for the Note Holders and Certificate Holders (the “Agent”), and Citicorp Del-Lease, Inc., as a Certificate Holder (the “Certificate Holder”).

The names and addresses of the parties to the enclosed document are as follows:

COMPANY/LESSEE: **E I. du Pont de Nemours and Company**
1007 Market Street
Wilmington, DE 19898

TRUST: **EIDP Statutory Trust-2000**
c/o State Street Bank and Trust Company of
Connecticut, National Association
225 Asylum Street, Goodwin Square
Hartford, CT 06103

TRUSTEE/LESSOR: **State Street Bank and Trust Company of
Connecticut, National Association, not in
its individual capacity but solely as Trustee
of EIDP Statutory Trust-2000**
225 Asylum Street, Goodwin Square
Hartford, CT 06103

AGENT: **Citicorp USA, Inc.**
30 Rockefeller Plaza
New York, NY 10112

THOMPSON HINE LLP

1920 N Street, N.W.
Suite 800
Washington, D.C. 20036-1600

www.ThompsonHine.com
Fax 202.331.8330
Phone 202.331.8800

THOMPSON HINE

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CERTIFICATE
HOLDER:

Citicorp Del-Lease, Inc.
30 Rockefeller Plaza
New York, NY 10112

Previously, the Lessor and the Lessee entered into that certain Equipment Lease (the "Lease") dated as of December 21, 2000, and the Equipment Lease Supplement No. 2 dated as of December 21, 2000 (the "Lease Supplement"), that were evidenced by that certain Memorandum of Equipment Lease and Equipment Lease Supplement No. 2 (the "Memorandum of Lease") recorded with the Board on December 21, 2000, under Recordation No. 23266, covering 729 railcars (513 covered hopper cars and 216 tank cars) as more particularly described in Schedule A to the Memorandum of Lease and the accessories or equipment belonging to, or installed in or appurtenant to such railcars, and all manuals and technical records and other records, logs, technical data and other documents relating thereto. Also previously, by that certain Partial Termination, dated June 21, 2001, the Lessor and the Lessee released, discharged, deleted and terminated from the coverage of the Lease, the Lease Supplement and the Memorandum of Lease, 274 covered hopper railcars, as more particularly described in Schedule A thereto. The Lease, the Lease Supplement and the Memorandum of Lease remained in full force and effect in all other respects as to remaining railcars covered by the Lease, Lease Supplement and Memorandum of Lease. The said Partial Termination was assigned Recordation No. 23266-A by the Board on June 21, 2001. By this Extension, the parties intend to extend the term of the Lease, Lease Supplement and Memorandum of Lease under the terms and conditions stated in the Extension.

We believe that the Extension should be assigned Recordation No. 23266-B.

Also, we request that the Extension be **cross index referenced** ⁶ under a related filing of a Security Agreement that was previously assigned Recordation No. 23277 by the Board. We believe that the cross index reference should be as follows "See also Recordation No. 23267-B."

A short summary of the Extension to appear in the STB Index is as follows:

Amendment/Extension of Term – Railcars, dated as of December 20, 2001, by and among E.I. du Pont de Nemours and Company (the "Company" and "Lessee"), EIDP Statutory Trust — 2000, a Connecticut statutory trust (the "Trust"), State Street Bank and Trust Company of Connecticut, National Association, not in its individual capacity but solely as Trustee of the Trust (the "Trustee" and "Lessor"), Citicorp USA, Inc., as a Note Holder and Agent for the Note Holders and Certificate Holders (the "Agent"), and Citicorp Del-Lease, Inc., as a Certificate Holder (the "Certificate Holder"), extending the term of that certain Equipment Lease, Equipment Lease Supplement No. 2 and Memorandum of Equipment Lease and Equipment Lease Supplement No. 2 dated as of December 21, 2000.

THOMPSON HINE

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December 20, 2001
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The railcars covered by the Extension are described as follows:

239 covered hopper cars bearing identification marks and numbers: DUPX 38601-38619, 38704-38810, 39008-39024, 39026-39053, 39055-39122, all inclusive, and 216 tank cars bearing identification marks and numbers DUPX 80034-80249, all inclusive

Enclosed is a remittance in the amount of \$56.00 for the required recording fee (\$28.00 for the filing of the Extension and \$28.00 for the requested cross index reference).

Once the filing has been made, please return to bearer the stamped counterparts not needed for your files, together with the fee receipt, and the letter from the Secretary acknowledging the filing, and the extra copies of this letter of transmittal.

Very truly yours,



Stephen T. Lovelady
Attorney for purposes of this filing for E.I. du Pont de Nemours and Company, EIDP Statutory Trust — 2000, State Street Bank and Trust Company of Connecticut, National Association, not in its individual capacity but solely as Trustee of the Trust, Citicorp USA, Inc., and Citicorp Del-Lease, Inc.

Enclosures
129946

Schedule A

Description of the Equipment

455 railcars as more particularly described below and accessories or equipment belonging to, or installed in or appurtenant to such railcars, and all manuals and technical records and other records, logs, technical data and other documents relating thereto.

	DUPX 38618	DUPX 38720	DUPX 38738
DUPX 38601	DUPX 38619	DUPX 38721	DUPX 38739
DUPX 38602	DUPX 38704	DUPX 38722	DUPX 38740
DUPX 38603	DUPX 38705	DUPX 38723	DUPX 38741
DUPX 38604	DUPX 38706	DUPX 38724	DUPX 38742
DUPX 38605	DUPX 38707	DUPX 38725	DUPX 38743
DUPX 38606	DUPX 38708	DUPX 38726	DUPX 38744
DUPX 38607	DUPX 38709	DUPX 38727	DUPX 38745
DUPX 38608	DUPX 38710	DUPX 38728	DUPX 38746
DUPX 38609	DUPX 38711	DUPX 38729	DUPX 38747
DUPX 38610	DUPX 38712	DUPX 38730	DUPX 38748
DUPX 38611	DUPX 38713	DUPX 38731	DUPX 38749
DUPX 38612	DUPX 38714	DUPX 38732	DUPX 38750
DUPX 38613	DUPX 38715	DUPX 38733	DUPX 38751
DUPX 38614	DUPX 38716	DUPX 38734	DUPX 38752
DUPX 38615	DUPX 38717	DUPX 38735	DUPX 38753
DUPX 38616	DUPX 38718	DUPX 38736	DUPX 38754
DUPX 38617	DUPX 38719	DUPX 38737	DUPX 38755

DUPX 38756	DUPX 38779	DUPX 38802	DUPX 39022
DUPX 38757	DUPX 38780	DUPX 38803	DUPX 39023
DUPX 38758	DUPX 38781	DUPX 38804	DUPX 39024
DUPX 38759	DUPX 38782	DUPX 38805	DUPX 39026
DUPX 38760	DUPX 38783	DUPX 38806	DUPX 39027
DUPX 38761	DUPX 38784	DUPX 38807	DUPX 39028
DUPX 38762	DUPX 38785	DUPX 38808	DUPX 39029
DUPX 38763	DUPX 38786	DUPX 38809	DUPX 39030
DUPX 38764	DUPX 38787	DUPX 38810	DUPX 39031
DUPX 38765	DUPX 38788	DUPX 39008	DUPX 39032
DUPX 38766	DUPX 38789	DUPX 39009	DUPX 39033
DUPX 38767	DUPX 38790	DUPX 39010	DUPX 39034
DUPX 38768	DUPX 38791	DUPX 39011	DUPX 39035
DUPX 38769	DUPX 38792	DUPX 39012	DUPX 39036
DUPX 38770	DUPX 38793	DUPX 39013	DUPX 39037
DUPX 38771	DUPX 38794	DUPX 39014	DUPX 39038
DUPX 38772	DUPX 38795	DUPX 39015	DUPX 39039
DUPX 38773	DUPX 38796	DUPX 39016	DUPX 39040
DUPX 38774	DUPX 38797	DUPX 39017	DUPX 39041
DUPX 38775	DUPX 38798	DUPX 39018	DUPX 39042
DUPX 38776	DUPX 38799	DUPX 39019	DUPX 39043
DUPX 38777	DUPX 38800	DUPX 39020	DUPX 39044
DUPX 38778	DUPX 38801	DUPX 39021	DUPX 39045

DUPX 39046	DUPX 39070	DUPX 39093	DUPX 39116
DUPX 39047	DUPX 39071	DUPX 39094	DUPX 39117
DUPX 39048	DUPX 39072	DUPX 39095	DUPX 39118
DUPX 39049	DUPX 39073	DUPX 39096	DUPX 39119
DUPX 39050	DUPX 39074	DUPX 39097	DUPX 39120
DUPX 39051	DUPX 39075	DUPX 39098	DUPX 39121
DUPX 39052	DUPX 39076	DUPX 39099	DUPX 39122
DUPX 39053	DUPX 39077	DUPX 39100	
DUPX 39055	DUPX 39078	DUPX 39101	
DUPX 39056	DUPX 39079	DUPX 39102	
DUPX 39057	DUPX 39080	DUPX 39103	
DUPX 39058	DUPX 39081	DUPX 39104	
DUPX 39059	DUPX 39082	DUPX 39105	
DUPX 39060	DUPX 39083	DUPX 39106	
DUPX 39061	DUPX 39084	DUPX 39107	
DUPX 39062	DUPX 39085	DUPX 39108	
DUPX 39063	DUPX 39086	DUPX 39109	
DUPX 39064	DUPX 39087	DUPX 39110	
DUPX 39065	DUPX 39088	DUPX 39111	
DUPX 39066	DUPX 39089	DUPX 39112	
DUPX 39067	DUPX 39090	DUPX 39113	
DUPX 39068	DUPX 39091	DUPX 39114	
DUPX 39069	DUPX 39092	DUPX 39115	

DUPX 80034	DUPX 80051	DUPX 80068	DUPX 80085
DUPX 80035	DUPX 80052	DUPX 80069	DUPX 80086
DUPX 80036	DUPX 80053	DUPX 80070	DUPX 80087
DUPX 80037	DUPX 80054	DUPX 80071	DUPX 80088
DUPX 80038	DUPX 80055	DUPX 80072	DUPX 80089
DUPX 80039	DUPX 80056	DUPX 80073	DUPX 80090
DUPX 80040	DUPX 80057	DUPX 80074	DUPX 80091
DUPX 80041	DUPX 80058	DUPX 80075	DUPX 80092
DUPX 80042	DUPX 80059	DUPX 80076	DUPX 80093
DUPX 80043	DUPX 80060	DUPX 80077	DUPX 80094
DUPX 80044	DUPX 80061	DUPX 80078	DUPX 80095
DUPX 80045	DUPX 80062	DUPX 80079	DUPX 80096
DUPX 80046	DUPX 80063	DUPX 80080	DUPX 80097
DUPX 80047	DUPX 80064	DUPX 80081	DUPX 80098
DUPX 80048	DUPX 80065	DUPX 80082	DUPX 80099
DUPX 80049	DUPX 80066	DUPX 80083	DUPX 80100
DUPX 80050	DUPX 80067	DUPX 80084	DUPX 80101

DUPX 80102	DUPX 80125	DUPX 80148	DUPX 80171
DUPX 80103	DUPX 80126	DUPX 80149	DUPX 80172
DUPX 80104	DUPX 80127	DUPX 80150	DUPX 80173
DUPX 80105	DUPX 80128	DUPX 80151	DUPX 80174
DUPX 80106	DUPX 80129	DUPX 80152	DUPX 80175
DUPX 80107	DUPX 80130	DUPX 80153	DUPX 80176
DUPX 80108	DUPX 80131	DUPX 80154	DUPX 80177
DUPX 80109	DUPX 80132	DUPX 80155	DUPX 80178
DUPX 80110	DUPX 80133	DUPX 80156	DUPX 80179
DUPX 80111	DUPX 80134	DUPX 80157	DUPX 80180
DUPX 80112	DUPX 80135	DUPX 80158	DUPX 80181
DUPX 80113	DUPX 80136	DUPX 80159	DUPX 80182
DUPX 80114	DUPX 80137	DUPX 80160	DUPX 80183
DUPX 80115	DUPX 80138	DUPX 80161	DUPX 80184
DUPX 80116	DUPX 80139	DUPX 80162	DUPX 80185
DUPX 80117	DUPX 80140	DUPX 80163	DUPX 80186
DUPX 80118	DUPX 80141	DUPX 80164	DUPX 80187
DUPX 80119	DUPX 80142	DUPX 80165	DUPX 80188
DUPX 80120	DUPX 80143	DUPX 80166	DUPX 80189
DUPX 80121	DUPX 80144	DUPX 80167	DUPX 80190
DUPX 80122	DUPX 80145	DUPX 80168	DUPX 80191
DUPX 80123	DUPX 80146	DUPX 80169	DUPX 80192
DUPX 80124	DUPX 80147	DUPX 80170	DUPX 80193

DUPX 80194	DUPX 80217	DUPX 80240
DUPX 80195	DUPX 80218	DUPX 80241
DUPX 80196	DUPX 80219	DUPX 80242
DUPX 80197	DUPX 80220	DUPX 80243
DUPX 80198	DUPX 80221	DUPX 80244
DUPX 80199	DUPX 80222	DUPX 80245
DUPX 80200	DUPX 80223	DUPX 80246
DUPX 80201	DUPX 80224	DUPX 80247
DUPX 80202	DUPX 80225	DUPX 80248
DUPX 80203	DUPX 80226	DUPX 80249
DUPX 80204	DUPX 80227	
DUPX 80205	DUPX 80228	
DUPX 80206	DUPX 80229	
DUPX 80207	DUPX 80230	
DUPX 80208	DUPX 80231	
DUPX 80209	DUPX 80232	
DUPX 80210	DUPX 80233	
DUPX 80211	DUPX 80234	
DUPX 80212	DUPX 80235	
DUPX 80213	DUPX 80236	
DUPX 80214	DUPX 80237	
DUPX 80215	DUPX 80238	
DUPX 80216	DUPX 80239	

RECORDATION NO. 23266-B FILED

DEC 21 '01 11:31 AM

AMENDMENT
EXTENSION OF TERM - RAILCARS

SURFACE TRANSPORTATION BOARD

Dated as of December 20, 2001

Reference is hereby made to the Amended and Restated Participation Agreement dated as of December 21, 2000 (as amended from time to time, the "Participation Agreement") by and among E. I. du Pont de Nemours and Company (the "Company"); EIDP Statutory Trust - 2000, a Connecticut statutory trust (the "Trust"); State Street Bank and Trust Company of Connecticut, National Association ("SSBTC"), not in its individual capacity but solely as Trustee of the Trust (the "Lessor"); the Persons named therein as Note Holders (collectively, the "Note Holders"); the Persons named therein as Certificate Holders (collectively, the "Certificate Holders"); and Citicorp USA, Inc., as Agent (the "Agent"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in Appendix A to the Participation Agreement, and the rules of construction set forth in Part II of Appendix A to the Participation Agreement shall apply to this Amendment.

Preliminary Statement

WHEREAS, the Company desires to effect an amendment of an agreement relating to certain railcars (the "Equipment") currently subject to Equipment Lease Supplement No. 2, dated as of December 21, 2000, (as amended from time to time, "Supplement No. 2") and to amend such Supplement No. 2 as more particularly described below;

WHEREAS, the Acquisition Date for the Equipment was December 21, 2000; and

WHEREAS, Supplement No. 2 provides the Base Term Expiration Date for such Equipment is 12 calendar months from the Acquisition Date;

NOW, THEREFORE, undersigned hereby agree as follows:

SECTION 1. Amendment. (a) Pursuant to Section 4.02 of the Equipment Lease, the Lessee hereby requests an extension of, and the Lessor hereby agrees to extend, the term of the Equipment Lease as it relates to the Equipment beyond the Base Term Expiration Date, for a period of 12 calendar months commencing on December 21, 2001 (the "Extension Term"). The Lessor and the Lessee hereby agree that the Applicable Rate for the Series of Notes and Certificate corresponding to the Equipment for the Extension Term shall be the Base Term Applicable Rate for such Series of Notes and Certificates.

(b) The Rent Payment Schedule set forth on Exhibit B to Supplement No. 2 is hereby deleted in its entirety and replaced by adding the following:

[CHART REDACTED]

SECTION 2. Waivers. The parties hereby agree to waive the requirements of Section 4.02 of the Equipment Lease that: (i) an Equipment Lease Extension Request be delivered at least ninety (90) days prior to the Base Term Expiration Date of a Class of Equipment, (ii) an Applicable Rate for the Extension Term be determined by the Lessor and Lessee at least sixty (60) days prior to the Base Term Expiration Date and (iii) an Appraisal of the Items of Equipment subject to this Amendment be delivered to the Agent, provided that the waivers set forth in this Section 2 shall apply only to the extension of the Base Term contemplated by this Amendment.

SECTION 3. Representations and Warranties. The Lessee hereby confirms as of the date hereof, that all representations and warranties made in the Equipment Lease with respect to each Item of Equipment subject to this Amendment remain true and correct.

SECTION 4. Filings. The Note Holders and Certificate Holders authorize the Agent to file or cause to be filed this Amendment with the Surface Transportation Board.

SECTION 5. Expenses. The Company agrees to pay and reimburse the Agent and the Lessor for all of the Agent's and the Lessor's reasonable out-of-pocket costs and expenses incurred in connection with the preparation, execution and delivery of this Amendment, or any agreement delivered in connection herewith, including the reasonable fees and disbursements of Special Counsel, Trustee's Counsel and Thompson Hine & Flory LLP.

SECTION 6. Full Force and Effect; Limitation on Waivers. Except as amended under Section 1 and waived under Section 2, the Operative Documents shall remain in full force and effect and are hereby ratified and confirmed.

SECTION 7. Direction and Consent. The undersigned Note Holders and Certificate Holders hereby (a) direct the Trustee to give its consent (on its behalf and on behalf of the Trust) to the actions contemplated hereby by executing and delivering this Amendment and (b) consent to the execution and delivery by the Trustee of this Amendment (on its behalf and on behalf of the Trust).

SECTION 8. Exculpation. Except for its own gross negligence and willful misconduct and as otherwise expressly provided in the Operative Documents, it is

expressly understood and agreed by the parties hereto that (a) this Amendment is executed and delivered by SSBTC, not in its individual capacity but solely as Trustee under the Trust Agreement, in the exercise of the powers and authority conferred and vested in it as the Trustee, (b) each of the undertakings and agreements herein made on the part of the Trustee is made and intended not as a personal representation, undertaking and agreement by SSBTC but is made and intended for the purpose for binding only the Trust Estate created by the Trust Agreement, and (c) except as specifically provided herein or in the Operative Documents, nothing shall be construed as creating any liability on SSBTC, individually or personally, to perform any obligation of the Trustee either expressed or implied contained in this Amendment, such liability, if any, being expressly waived by the parties to this Amendment by any Person lawfully claiming by, through or under the parties to this Amendment.

SECTION 9. Further Assurances. The Company, the Trustee, the Trust, the Lessor, the Agent, the Note Holders and the Certificate Holders shall execute and deliver such further instruments and do such further acts as may be reasonably necessary to carry out more effectively the purposes of this Amendment and the transactions contemplated thereby.

SECTION 10. Governing Law. **This Amendment shall be governed by and construed under the laws of the State of New York.**

SECTION 11. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which taken together shall be deemed to be one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by telecopier shall be effective as delivery of a manually executed counterpart of this Amendment.

FROM CHADBOURNE & PARKE

(MON) 12. 17' 01 23:23/ST. 23:20/NO. 4862700059 P 3

IN WITNESS WHEREOF, the parties hereto have caused this
Amendment to be duly executed by their officers thereunto duly authorized as of the day
and year first above written.

E. I. DU PONT DE NEMOURS AND COMPANY

By: *S. M. Stalneck*
Name: Susan M. Stalneck
Title: Vice President and Treasurer

SIGNATURE PAGE ATTACHED TO AMENDMENT

EIDP STATUTORY TRUST - 2000

By: State Street Bank and Trust Company of
Connecticut, National Association, not in its
individual capacity but solely as Trustee

By: Nicole Poole
Name: **Nicole Poole**
Title: Assistant Vice President

STATE STREET BANK AND TRUST
COMPANY OF CONNECTICUT, NATIONAL
ASSOCIATION, not in its individual capacity
except as expressly stated herein, but solely as
Trustee

By: Nicole Poole
Name: **Nicole Poole**
Title: Assistant Vice President

SIGNATURE PAGE ATTACHED TO AMENDMENT

CITICORP USA, INC., as Note Holder and Agent

By: 

Name: JAMES N. SIMPSON

Title: VICE PRESIDENT

SIGNATURE PAGE ATTACHED TO AMENDMENT

CITICORP DEL-LEASE, INC.,
as Certificate Holder

By: Robert F. Carr
Name: Robert F. Carr
Title: Vice President

STATE OF Delaware)
COUNTY OF New Castle)

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared J. M. Stalmeier, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be the Vice President & Treasurer of E. I. du Pont de Nemours and Company, as Lessee, and that he/she executed the foregoing instrument for the purposes therein contained, by signing the name of the Lessee by himself/herself as such Vice President & Treasurer

Witness my hand and seal, at office, this 18th day of December, 2001.

Marie S. Manuel
Notary Public

MARIE S. MANUEL
NOTARY PUBLIC-DELAWARE
My Commission Expires Feb. 7, 2002

MASSACHUSETTS

STATE OF _____)

COUNTY OF **SUFFOLK** _____)

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared **Nicole Poole**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be the **Assistant Vice President** of State Street Bank and Trust Company of Connecticut, National Association, the trustee of EIDP Statutory Trust - 2000, a Connecticut statutory trust, as Trustee, and that he/she executed the foregoing instrument for the purposes therein contained, by signing the name of the Trustee by himself/herself as such _____.

Witness my hand and seal, at office, this _____, day of _____, 2001.


Notary Public

JOAO G. CORREIA
Notary Public

My Commission Expires: ~~My Commission Expires~~ July 26, 2002

STATE OF New York)
COUNTY OF New York)

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared JAMES N. SIMPSON, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself herself to be the VICE PRESIDENT of Citicorp USA, Inc., as Agent, and that he she executed the foregoing instrument for the purposes therein contained, by signing the name of the Agent by himself/herself as such

_____.

Witness my hand and seal, at office, this 18th day of December 2001

Notary Public

My Commission Expires: 3/19/02

Linda A. Staiti

LINDA A. STAITI
Notary Public, State of New York
No. 4963940, Qualified in Nassau County
Certificate Filed in New York County
Commission Expires March 19, 2002

STATE OF New York)

COUNTY OF Westchester)

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared Robert F. Carr, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/~~herself~~ to be the Vice President of Citicorp Del-Lease, Inc., as Certificate Holder, and that he/~~she~~ executed the foregoing instrument for the purposes therein contained, by signing the name of the Certificate Holder by himself/~~herself~~ as such Vice President.

Witness my hand and seal, at office, this 18th, day of December, 2001

Andrea Miranda
Notary Public

My Commission Expires: 6/26/02

ANDREA MIRANDA
Notary Public State of
New York
No. 01M16043762
Qualified in Westchester County
Commission Expires June 26, 2002